

**Bid #15116**  
**Request For Proposals for Leasing and Operating Space for Two Concession**  
**Stands at Interstate Ball Park, City of Little Rock**  
**Little Rock Parks and Recreation Department**  
**Closing 02/18/15 @ 4:00 PM**  
**Little Rock Parks and Recreation**  
**500 West Markham, Room 108 – City Hall**  
**Little Rock, Arkansas 72201**

**I. BACKGROUND INFORMATION**

The City of Little Rock, Arkansas, through its Department of Parks & Recreation, seeks qualified responses to this Request for Proposals (“RFP”) for the leasing of City Park space for the operation of two (2) concession stands at Interstate Ball Park.

**A. PROPERTY DESCRIPTION AND USE OF THE PARK**

Interstate Ball Park, located at Arch Street Pike at Interstate 30, was developed on the site of a former landfill, 71 level acres traversed by Fourche Creek, Swaggerty Creek, and a railroad. This Park is the softball tournament park for the City of Little Rock, drawing in softball players from throughout the region. Interstate Ball Park includes six tournament fields, restrooms, concessions, a pavilion, basketball courts, and two soccer fields.

The chosen lessee shall comply with all applicable statutes, rules, regulations, orders, ordinances and permits regarding the leasing and operation of the concession stands and shall specifically comply with the Americans with Disabilities Act, and regulations promulgated thereto.

**B. CITY AUTHORITY TO LEASE PARK PROPERTY**

The City has express statutory authority to lease park property. Ark. Code Ann. §§ 14-269-103 (a) (West 2004); §§ 22-4-501 (a)(1) (West 2008). This authority includes the ability to lease property upon such terms and conditions as the City may deem desirable or necessary. §§ 14-269-103 (b)(1); §§ 22-4-501 (a)(2).

**C. LEASE TERM AND CITY TO RETAIN TITLE TO THE PROPERTY  
TO BE LEASED**

The City intends to lease the City Park space described in this RFP for the operation of two (2) concession stands at Interstate Ball Park. The modified Lease Agreement term will be nine (9) months with options to renew at the sole discretion of the City of Little Rock. The Lease Agreement is not considered a partnership or joint venture with the City of Little Rock. Lessee shall be considered an Independent Contractor.

Title to the property shall remain in the City of Little Rock, Arkansas. **ANY PROPOSAL WHICH DEMANDS THAT TITLE PASS TO THE RESPONDENT SHALL BE DEEMED DISQUALIFIED.**

## **II. SUBMISSION REQUIREMENTS**

### **A. DEADLINE FOR SUBMISSIONS**

All submissions, to be considered, shall be delivered to **Little Rock Purchasing Department, Third Floor Room 300, City Hall, 500 West Markham, Little Rock, Arkansas**, by **February 18, 2015 at 4:00 p.m. local time.**

Any Proposal submission that does not meet this deadline, for any reason whatsoever, shall be disqualified and shall not be considered. **THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.**

### **B. PROPOSAL REQUIREMENTS**

1. Each Applicant shall submit, at Applicant's sole cost and expense, one (1) original and three (3) unbound copies of its Proposal. The Proposal shall be submitted in a sealed envelope clearly labeled: **"PROPOSAL FOR LEASING AND OPERATING SPACE FOR TWO CONCESSION STANDS AT INTERSTATE BALL PARK, CITY OF LITTLE ROCK, LITTLE ROCK PARKS AND RECREATION DEPARTMENT."**
2. *Proposals or Proposal components will not be accepted via facsimile (fax) transmission.*

### **C. RFP PROPOSAL PROCESS**

This RFP utilizes a two-step process.

In the first step, the City will determine if the Proposal:

1. Meets the requirements contained in this RFP for the leasing of City Park space for the operation of two (2) concession stands at Interstate Ball Park.
2. Is in the best interests of the City.
3. Does not require a transfer of title in fee simple absolute as outlined in Section I.C. of this RFP.

#### **D. ELEMENTS OF SUBMITTED PROPOSALS**

1. **All Proposals must include the following documents:**

- A brief description of the Applicant's experience in successfully operating and managing a similar type of business and sufficient evidence of the Applicant's financial ability.
- All persons to be involved in the operation of the business and all persons having any monetary interest in the business operation.
- Official name and address of Applicant.
- Names, addresses and titles of any corporate officers; key staff members of the organization and their qualifications.
- Type of equipment to be used in the concession stands, and indicate if the equipment will be leased or owned.
- Two (2) reference letters regarding qualifications.
- Provide a sample menu, including proposed prices, together with a list of merchandise that may be available for rent or sale.

2. **All Proposals must include the following monetary proposal:**

- The monetary value of a response to this RFP shall be submitted in a **separately sealed envelope clearly labeled "PRICE PROPOSAL FOR LEASING AND OPERATING SPACE FOR TWO CONCESSION STANDS AT INTERSTATE BALL PARK, CITY OF LITTLE ROCK, LITTLE ROCK PARKS AND RECREATION DEPARTMENT."**
- A description of the minimum amount any person(s), or organization(s), that submit(s) is willing to offer the City of Little Rock after gross sales as the negotiated fee for a vendor contract.
- Any person(s), or organization(s), that submit(s) a Proposal understands this fee is in addition to and separate from the rental fee of the property listed in Section V-2.

#### **E. EVALUATION OF PROPOSALS AND AWARD OF LEASE**

Upon approval from the City Manager, the Parks and Recreation Director shall select a committee to evaluate any Proposals submitted. The Director will also decide whether to recommend that the City enter into a Lease Agreement with any person(s), or organization(s), that submit(s) a Proposal.

If, after the initial evaluation of any Proposals received has been completed, the review committee deems it necessary or desirable to conduct in-person interviews with any person(s), or organization(s), submitting a Proposal in response to this RFP, the committee shall have the right to set up such interviews. The review committee shall make every effort to arrange a mutually convenient time for such interviews. However, once the time for such an interview has been set, whether to reschedule the time, for any reason whatsoever, shall be determined at the sole and exclusive discretion of the review committee.

The City reserves the right to award the Lease to a responsible bidder submitting a responsive Proposal with a resulting negotiated concession stand Lease Agreement which is most advantageous and in the best interests of the City of Little Rock. The City shall be the sole judge of the proposal

and the resulting negotiated Lease Agreement that is in the City's best interest, and the City's decision shall be final. The Lease may not be awarded to the Applicant with the highest price unless the overall presentation of that Applicant is deemed desirable by the City.

Respondents to this RFP may also be considered for concession opportunities at other Little Rock Parks and Recreation Facilities on an as needed basis.

#### **IV. CONTRACTUAL PROVISIONS**

##### **Standard Conditions for the Operation of the Concession Stands**

The selected Lessee must be willing to enter into a written Lease Agreement with the City of Little Rock which incorporates all terms and conditions set forth in this RFP. Lessee shall review this document in its entirety, acknowledging the definitions, duties and ongoing requirements of the Lessee, along with the limited responsibilities of the City of Little Rock.

##### **Business License**

The selected Lessee will be required to demonstrate compliance with the City's business license laws by acquiring and maintaining a City of Little Rock Business License and Vendor Registration Number. This Business License must remain in force during the entire period of the Lease Agreement.

##### **Utilities**

Utilities and service fees will be paid by the City monthly and will be paid directly to the utility and service companies. Regarding satellite cart/stands, individual meters shall be placed in the Lessee's name and account prior to execution of the Lease Agreement. In the event that these individual meters have not been changed to the Lessee's name and account at the time of Lease execution, the Lessee will be required to pay the City a flat fee for utility costs based on a percentage of total cost of the utilities for that said month. Water, and trash pick-up from the main dumpster(s), will be paid by the City. The Lessee shall pay for any additional utilities or services (i.e., telephone, internet, cable TV, satellite T.V.).

##### **Insurance Coverage Required**

1. The selected Lessee shall acquire and maintain in force at all times during the term of the Lease Agreement, and any renewal terms thereof, an established policy of public liability insurance insuring itself and the City of Little Rock, and the City of Little Rock's officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel"), where the City of Little Rock shall be named as additional insured against injury to the property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence. The Lessee shall furnish to the City, as may be requested each term or year of the Lease, a certificate of said insurance coverage.

2. **General Liability (including premises, operations, products, contractual liability, personal injury, independent Contractor's liability):** One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.
3. **Automobile Liability (including owned, non-owned, leased, and hired auto):** One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.
4. **Workers' Compensation and Employer's Liability:** Workers Compensation Insurance in an amount required by the laws of the State of Arkansas. Employer's Liability Insurance covering all Lessee's employees carrying out the work involved in this Lease. In the event that the Lessee has no employees requiring Lessee to provide Workers' Compensation Insurance, the Lessee shall so certify to the City in writing prior to commencement of the Lease Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this section or with Workers' Compensation laws and regulations.

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) calendar days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for non-payment of premiums, in which case ten (10) days prior written notice shall be provided.

### **Taxes**

The selected Lessee shall be responsible for any and all taxes incurred and levied or charged upon the Lessee to use the concession premises, or upon the Lessee's improvements, fixtures, equipment or other property, or upon the Lessee's operation during the course of the Lease Agreement. Lessee must not be currently indebted to the federal government, State of Arkansas, or the City of Little Rock for non-payment of taxes, fines, judgments, liens or fees.

## **V. LEASE TERMS AND CONDITIONS**

1. **Lease Term** – The Lease Agreement term will be nine (9) months, with options to renew at the sole discretion of the City of Little Rock. The concession stand operating hours will be from approximately 4:00 p.m. until 11:00 p.m., Monday through Friday and Sunday with occasional tournaments held on Saturdays. The City may review the concession stand Lease annually for any needed or required changes. The Little Rock Parks and Recreation Department will make an effort to hold as many games or events on the same day to keep expenses down for the Lessee. Special events hours of operation are negotiable. It is required that concession stand operations remain open at all times when there are games or special events being held at the Interstate Ball Park.
2. **Concession Stand Rental Fee** – The monthly rental fee for the two (2) concession stands and storage area is a minimum amount of Two Hundred Fifty Dollars (\$250.00) per month. Payments shall be made to the City of Little Rock, Little Rock Parks and Recreation Department, on or before the 10<sup>th</sup> day of each month for the previous month's sales (to include merchandise and satellite cart sales). Lessee shall submit to the City on a monthly basis all financial reports

and daily sheets for each week of operation and provide rain out forms of cancellation and any cancellations due to acts of nature or other unforeseen circumstances.

3. Purpose of Lease – The Lessee is to utilize the said lease premises for the operation of two (2) concession stands to provide food, soft drinks, to the public patronizing the Interstate Ball Park.
4. **Exclusive Rights** – The concession stand Lease Agreement may grant the Lessee an exclusive right to operate two (2) concession stands at Interstate Ball Park at the Lessee's discretion, upon consultation with the City and the Little Rock Parks and Recreation Department, and based on a need analysis of supply and demand. Lessee is responsible for making sure all food carts utilized for special events meet all applicable state and local laws, codes, ordinances, permits and regulations. The Lessee must comply with any existing agreements entered into by the City of Little Rock relating to current vending and food services. All soft drink beverages sold must be Pepsi products. The Lessee shall obtain all permits and inspections required or necessary to operate the two (2) concession stands and to sell food, beverages. Lessee shall operate the facilities only in compliance with all local, state and federal laws and all ordinances and other governmental permits, rules and regulations. The Lessee must comply with all Arkansas State Department of Health rules, codes and regulations, and the leased facilities must be inspected prior to opening.
5. Assignment or Subletting – Lessee shall not, without the prior written consent of the City of Little Rock, sublet the leased premises or any part thereof. Lessee shall not assign, hypothecate or mortgage the leased premises or Lease Agreement. The City shall have the right to enter the leased premises during the lease period and conduct inspections and financial audits as required and when needed.
6. **Experience** – The Lessee must have at least two (2) years of food service experience and shall be responsible for hiring the necessary personnel to conduct the concession stand operations. The Lessee shall comply with all applicable labor federal, state, and local laws, rules, regulations and ordinances. The Lessee shall comply with all requirements of federal, state and local laws relating to minimum wage, social security, equal employment opportunity, unemployment insurance and workers' compensation insurance. The Lessee shall require Lessee's employees to observe all applicable laws, rules, permits and regulations and to exercise courtesy and consideration in their relations with the public.
7. Maintenance & Operation – Lessee will be financially responsible for all maintenance and repairs of concession stand equipment as it relates to the day-to-day operation of the two (2) concession stands. Lessee will assume responsibility for all damages occurred by neglect to plumbing, gas, water, sewage or other pipes, electrical wiring, and other electrical installations to other portions of the buildings or grounds, or damage to any part of the physical structure of the leased facilities.
8. Capital Improvements – Capital improvements, such as, remodeling, refurbishment, replacement or upgrades of the concession stands, may be provided by the City as funds become available or wear and tear presents itself.
9. General Appearance/Cleanliness – The Lessee shall be responsible for keeping the concession stands and storage room in a neat, clean and sanitary condition at all times. Brooms, mops and

other janitorial supplies for the concession stands are the responsibility of the Lessee. All pest control and spraying is the responsibility of the Lessee and shall be conducted on a routine basis to avoid rodents and other pests. Lessee shall keep the area around the concession stands and storage room free of debris and rubbish, and Lessee shall be responsible for emptying the trash from the leased facilities, as well as the removal of the trash.

10. **Personal Property** – In addition to the City equipment inventoried under the City of Little Rock, the Lessee shall furnish all personal property (chattels) necessary for the operation of the concession stands. The Lessee shall be responsible for any financial loss and damage to the Lessee's own personal property, and Lessee may remove Lessee's own personal property at any time during the lease term and upon termination of the lease, within the time period required by the City.
11. **Fixtures and other Property** – Lessee shall not remove fixtures and other property belonging to the City of Little Rock from the leased facilities. Lessee shall remove Lessee's installed trade fixtures upon termination or expiration of the Lease Agreement without any damage to City property. Lessee will be responsible for any damage to City property upon removal of Lessee's trade fixtures. All equipment provided by the City, except items listed in the equipment list which belong to the Lessee, shall remain in the concession stands at the end of the Lease. Any equipment that the City paid for on a cost share basis with the Lessee shall remain in the concession stands at the end of the Lease. Property or fixtures belonging to the Lessee which are left in the concession stands after the Lease ends shall be removed from the premises upon a thirty (30) calendar day notice to the Lessee to remove said property or fixtures. If such property or fixtures are not removed from the premises by the Lessee within this time frame, said property and fixtures will be considered abandoned and shall become the property of the City of Little Rock. Any and all expenses and costs incurred by the City to remove abandoned property will be charged to the Lessee.
12. **End of Lease** – The Lessee shall be responsible for removing all Lessee-owned equipment and other personal property of Lessee by the end of the Lease term and shall turn in the key(s) to the Little Rock Parks and Recreation Department.
13. **No liquor, tobacco products, illegal drugs, or drug paraphernalia** shall be permitted within the leased facilities, or in the areas in the immediate vicinity thereto. It is the Lessee's sole responsibility to enforce compliance with this requirement.
14. **Security** – It is imperative the Lessee take all necessary steps to secure facilities and items. The City of Little Rock will provide a locked area. The City of Little Rock will not be held responsible for any items food, beverages, beer, equipment and/or supplies that are taken as a result of a robbery and/or theft of this property.

## **VI. GENERAL INFORMATION**

The City reserves the right to reject any and all Proposals submitted in response to this RFP and to waive any and all irregularities and informalities therein. The City is not required to provide any justification for such action.

Any minor or insubstantial deviations from the requirements of this RFP, as determined at the sole and exclusive discretion of the City Department of Finance, may be permitted.

Any material or substantive deviations from the requirements of this RFP, as determined at the sole and exclusive discretion of the City Department of Finance, shall be grounds for disqualification, and shall result in the disqualification of the Proposal.

If while responding to this RFP the person(s), or organization(s), submitting a Proposal does not believe that a submitted response meets the exact requirement of a specification requested, but is in compliance with the result to be met by the requirement or specification, then the response can note that an EXCEPTION is being submitted. Whether an EXCEPTION complies with this RFP shall be determined at the sole and exclusive discretion of the City Department of Finance.

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the Applicants.

There shall be no discrimination as to race, disability, religion, sex, color, creed, or national origin in the operations conducted under the Lease.

The City reserves the right to cancel this RFP in whole or in part without cause at any point, until a Lease is executed.

All costs incurred by the Applicants in responding to this RFP are those of the Applicants and shall not be reimbursed by the City.

The City reserves the right to determine, in the City's sole discretion, whether any aspect of an Applicant's Proposal is acceptable. In the event that this RFP is canceled by the City for any reason whatsoever, the City shall have no liability to any Applicant for any costs or expenses incurred in responding to this RFP.

Applicants shall not offer any gratuities, favors or anything of monetary value to any official or employee of the City of Little Rock for the purpose of influencing the consideration or evaluation of a Proposal submitted in response to this RFP.

***Indemnification:***

Applicant covenants and agrees that it will indemnify and hold harmless the City of Little Rock, and all of its officers, agents, and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Applicant, or Applicant's subcontractors, employees, agents or servants, whether direct or indirect, or whether to any person or property to which the City of Little Rock or said parties may be subject, except that neither the Applicant, nor any of its subcontractors, employees, agents or servants, will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City of Little Rock, or any of its officers, agents or employees.

If the City of Little Rock defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Applicant, its employees, subcontractors, agents or servants during the performance of the Lease, whether directly



or indirectly, Applicant agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.